



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

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Third District

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Fourth District

Michael D. Antonovich
Fifth District

December 2, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS FOR LABORATORY SPECIMEN
TRANSPORTATION SERVICES AGREEMENTS**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Health Services, or his designee, to sign Amendment No. 6 to Agreement No. H-212732 with NOW Medical Services (Exhibit I) to provide laboratory courier specimen transportation services and to extend the term of the Agreement on a month-to-month basis, from January 1, 2005 through December 31, 2006, at an estimated cost of \$322,000, fully offset by revenue collected from community based organizations.
2. Approve and authorize the Chairman to sign Amendment No. 7 to Agreement No. 71250 with Consolidated Routing (Exhibit II) to provide laboratory courier specimen transportation services and to extend the term of the Agreement on a month-to-month basis, with rates to remain the same, from January 1, 2005 through December 31, 2006, at an estimated cost of \$710,928.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving the recommended actions, the Board is allowing for the continued provision of laboratory specimen transportation services for Department of Health Services' (Department or DHS) facilities and Public Health Laboratory (PHL) which will allow the Department time to complete a planned Request for Proposals (RFP) competitive selection process.

FISCAL IMPACT / FINANCING:

The estimated total cost to extend the term of Agreement No. H-212732 for twenty-four months is \$322,000, fully offset by revenue collected from community-based organizations. The estimated total cost to extend the term of Agreement No. 71250 for twenty-four months is \$710,928. Funds for the extension are included in the Fiscal Year 2004-05 Adopted Budget and will be requested in Fiscal Year 2005-06.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 19, 2001, the Board approved an Agreement with NOW Medical Services for the provision of laboratory specimen transportation services at DHS public health facilities and community clinics. On subsequent occasions, the Board has approved additional amendments to extend the Agreement through December 31, 2004.

DHS has determined that the Agreement with Now Medical Services is not a Proposition A (Prop A) Agreement and is therefore not subject to the provisions of the County's Living Wage Program.

On February 17, 1998, the Board approved a Prop A Agreement with First Class Services for the provision of laboratory specimen transportation services. Subsequently, amendments were approved by the Board to extend the Agreement through December 31, 2004, and to also approve the Delegation and Assignment of the rights and duties of the Agreement from First Class Services to California Courier dba Consolidated Routing.

The Department plans to conduct a Prop A RFP competitive selection process in 2005 to obtain all necessary laboratory transportation services using Prop A contracts. Due to the scope and complexity involved, the completion date of the RFP is anticipated to occur during 2006.

Attachment A provides additional information.

County Counsel has approved the Amendments (Exhibits I and II) as to form.

CONTRACTING PROCESS:

It is not appropriate to advertise Amendments on the Los Angeles County Online Web Site as a contract/business opportunity.

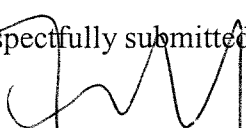
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Current laboratory specimen transportation services will continue uninterrupted.

The Honorable Board of Supervisors
December 2, 2004
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,


Thomas L. Garthwaite ✓
Director and Chief Medical Officer

TLG:kg

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

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SUMMARY OF AGREEMENTS

1. **TYPE OF SERVICE:**

Laboratory specimen transportation services.

2. **AGENCY ADDRESSES AND CONTACT PERSONS:**

NOW Medical Services
1641 ½ Westwood Blvd.
Los Angeles, CA 90024
Attention: Larry Shapiro, President
Telephone No. (310) 479- 4520

California Courier Services, Inc.
dba Consolidated Routing
11933 Woodruff Avenue
Downey, CA 90241
Attention: Donna S. Kronson
Telephone No. (562) 401- 0014

3. **TERM:**

On June 19, 2001, the Board approved Agreement No. H-212732 with NOW Medical Services. Subsequent amendments extended the agreement through December 31, 2004. Amendment No. 6 will become effective January 1, 2005, and will continue on a month-to-month basis through December 31, 2006.

On February 17, 1998, the Board approved Prop A Agreement No. 71250 with Consolidated Routing. Subsequent amendments extended the agreement through December 31, 2004. Amendment No. 7 will become effective January 1, 2005, and will continue on a month-to-month basis through December 31, 2006.

4. **FINANCIAL INFORMATION:**

The estimated total cost to extend the term of Agreement No. H-212732 for twenty-four months is \$322,000, fully offset by revenue collected from community-based organizations. The estimated total cost to extend the term of Agreement No. 71250 for twenty-four months is \$710,928. Funds for the extension are included in the Fiscal Year 2004-05 Adopted Budget and will be requested in Fiscal Year 2005-06.

5. **GEOGRAPHIC AREA SERVED:**

All Districts.

6. **APPROVALS:**

Public Health Laboratory:
DHS Laboratory:
Contracts and Grants:
County Counsel:

Sydney Harvey, Ph.D., Director
Phyllis Thornton, M.D., Director
Cara O'Neill, Chief
Robert Ragland, Senior Deputy County Counsel

Contract No. H-212732-6

LABORATORY SPECIMEN TRANSPORTATION SERVICES AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between COUNTY OF LOS ANGELES (hereafter
 "County"),

and NOW MEDICAL SERVICES (hereafter
 "Contractor").

WHEREAS, reference is made to that certain document entitled
"LABORATORY SPECIMEN TRANSPORTATION SERVICES AGREEMENT", dated
June 19, 2001, and further identified as Agreement No. H-212732,
and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend its term and to make other hereafter
described changes; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on January 1, 2005.
2. Agreement Paragraph 1, TERM AND TERMINATION, subpara-
graph "A", shall be revised as follows:

"A. This Agreement shall be effective July 1, 2001, and
shall continue in full force and effect on a month-to-month

basis, to and including December 31, 2006, unless sooner terminated or canceled under the conditions of this Paragraph or the conditions set forth in this Agreement.

In any event, Director of County's Department of Health Services or Contractor may cancel or terminate this Agreement at any time, for any reason, during the month-to-month Agreement term beginning January 1, 2005, by giving written notice to Contractor or County of such cancellation or termination. That notice must be delivered to appropriate party at least sixty (60) calendar days prior to the cancellation or termination date. Any such cancellation or termination date must be on the last day of a calendar month, and will be effective at midnight on that day. Written notice of such cancellation or termination must be delivered via facsimile transmission or United States ("U.S.") mail (e.g., U.S. Priority, U.S. Express, certified or registered, return receipt requested)."

3. Paragraph 56, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be deleted in its entirety and replaced as follows:

"56. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the

County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity or a nonprofit corporation created by the County, or engaged in a pattern or practice which

negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor or the Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors which shall have the right of its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical
Officer

NOW MEDICAL SERVICES
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants

amdcd3562.kg
11/29/04

Contract No. 71250-7

LABORATORY SPECIMEN TRANSPORTATION SERVICES AGREEMENT

AMENDMENT NO. 7

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and CALIFORNIA COURIER SERVICES
dba CONSOLIDATED ROUTING (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"LABORATORY SPECIMEN TRANSPORTATION SERVICES AGREEMENT", dated
February 17, 1998, and further identified as Agreement No. 71250,
and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend its term and to make other hereafter
described changes; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on January 1, 2005.
2. Agreement Paragraph 1, TERM AND TERMINATION, subpara-
graph "A", shall be revised as follows:

"A. This Agreement shall be effective February 17,
1998, and shall continue in full force and effect on a

month-to-month basis, to and including December 31, 2006, unless sooner terminated or canceled under the conditions of this Paragraph or the conditions set forth in this Agreement.

In any event, Director of County's Department of Health Services or Contractor may cancel or terminate this Agreement at any time, for any reason, during the month-to-month Agreement term beginning January 1, 2005, by giving written notice to Contractor or County of such cancellation or termination. That notice must be delivered to appropriate party at least sixty (60) calendar days prior to the cancellation or termination date. Any such cancellation or termination date must be on the last day of a calendar month, and will be effective at midnight on that day. Written notice of such cancellation or termination must be delivered via facsimile transmission or United States ("U.S.") mail (e.g., U.S. Priority, U.S. Express, certified or registered, return receipt requested)."

3. Paragraph 36, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be deleted in its entirety and replaced as follows:

"36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to

satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity or a nonprofit corporation created by the

County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor or the Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors which shall have the right of its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Chairman of the Board of
Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

CALIFORNIA COURIER SERVICES
dba CONSOLIDATED ROUTING

Contractor

By *Diana Kronson*
Title: *Vice President, Marketing*

By _____
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL:

By *[Signature]*
Senior Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

By *Cara O'Neill*
Cara O'Neill, Chief
Contracts and Grants Division